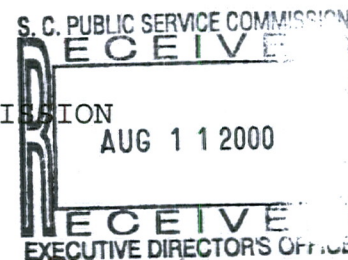


POSTED
04/9-8-00

STATE OF SOUTH CAROLINA

BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION



IN RE:

Application of AM-TEL South Carolina, LLC.
For A Certificate of Public
Convenience and Necessity to
Provide Local Exchange
Telecommunications Services

DOCKET NO.

2000 457c

APPLICATION OF AM-TEL SOUTH CAROLINA, LLC. FOR
AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE

AM-TEL South Carolina, LLC. ("Am-Tel, LLC." or "Applicant"),
pursuant to S.C. Code Ann. §58-9-280(B) and Section 253 of the
Telecommunications Act of 1996, respectfully submits this
Application for Authority to Provide Local Exchange Service
("Application") in the State of South Carolina.

In the interest of clarity, Am-Tel, Inc. ("Am-Tel, Inc.") is a
Georgia corporation which will act as the service center of
operations for Am-Tel South Carolina, LLC. ("Am-Tel, LLC.") which is
the company applying for certification. Where distinction is
necessary, "Am-Tel, Inc." or "Am-Tel, LLC." will appear. In all
other cases, "Am-Tel" will be used to define the entire
organization. These distinctions are made to define the company
structure for legal and business purposes only.

Am-Tel intends to offer resold pre-paid local exchange service
to both business and residential customers throughout the state.
Should its Application be granted, Am-Tel plans to commence offering

service immediately upon the establishment of the appropriate and necessary resale arrangements with the incumbent Local Exchange Carriers ("LECs").

Approval of this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market.

In support of its Application, Am-Tel states as follows:

I. Introduction

1. The name and address of the Applicant is:

Am-Tel South Carolina, LLC.
Attn: Mr. B. Jason Hewett
324 Bradford Street, N.W.
P.O. Box 907730
Gainesville, GA 30501
Phone: (678) 450-1270
Fax: (678) 450-1280

2. All correspondence, notices, inquires and other communications regarding this Application should be directed to the address shown above.

3. In support of this Application, the following exhibits are attached hereto:

- a. Exhibit "A" - 1 - Am-Tel, Inc.'s Articles of Incorporation with the State of Georgia;
- b. Exhibit "A" - 2 - Am-Tel, Inc.'s Certificate of Authority with the Georgia Public Service Commission;

c. Exhibit "B" - 1 - Am-Tel South Carolina, LLC's Certificate of Organization with the Secretary of State for the State of Georgia;

d. Exhibit "B" - 2 - Am-Tel South Carolina, LLC's Certificate of Authority to Operate in South Carolina as a Foreign Company;

e. Exhibit "B" - 3 - Am-Tel South Carolina, LLC's notice of Employer Identification Number

f. Exhibit "C" - 1 - Most recent Bank Statement of Am-Tel Inc.;

g. Exhibit "C" - 2 - Pro Forma on Am-Tel, Inc.;

h. Exhibit "C" - 3 - Funding Agreement between Citizen's Reinsurance and Am-Tel, Inc.;

i. Exhibit "C" - 4 - Funding Agreement between Am-Tel, Inc. and Am-Tel, LLC.;

j. Exhibit "C" - 5 - 1998 Financial Statement for Citizen's Reinsurance"

k. Exhibit "D" - Background summaries of Am-Tel, Inc.'s Management and consulting firm;

l. Exhibit "E" - Certification for training courses obtained by Am-Tel, Inc.'s management;

- m. Exhibit "F" -List of initial retailers in the state of South Carolina;
- n. Exhibit "G" -Illustrative Tariff;
- o. Exhibit "H" -Illustrative Price List.

II. Description of the Applicant

1. General Business

a. Am-Tel is a non-dominant telecommunications company that has recently begun providing telecommunications services to both business and residential customers in the state of Georgia. Am-Tel is headquartered in Gainesville, Georgia. Its Customer Service Department is located in Gainesville, Georgia.

b. Am-Tel currently provides telecommunications in Georgia. In March, 2000, Am-Tel began its entry into the local exchange market. Am-Tel also intends to file local service applications in a number of other states. Am-Tel has been approved to provide local exchange service in the state of Georgia.

c. Am-Tel is a Georgia corporation qualified as a foreign entity to do business in South Carolina.

2. Customer Service

a. Am-Tel's customer service representatives are available to assist its customers 24 hours a day, seven days a

week. Am-Tel's customers may also call Applicant at the toll-free number listed below for repair and maintenance. Customer service is staffed by three full-time customer service representatives, available from 8:00 a.m. to 6:00 p.m. (Eastern Time), five days a week. Twenty-four hour a day, seven day a week emergency service will also be available to Applicant's customers. Applicant's toll-free customer service number is (888) 565-7166. This toll-free number is printed on customers' monthly billing statements as well as our applications for service. Alternatively, customers wishing to communicate with an Am-Tel customer service representative in writing may send written correspondence to:

Am-Tel South Carolina, LLC.
 Attn: Mr. B. Jason Hewett
 324 Bradford Street, N.W.
 P.O. Box 907730
 Gainesville, Ga. 30501

b. Am-Tel's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by Am-Tel and the rates associated with such services; (2) monthly statements; (3) problems or concerns pertaining to a customer's current service; and (4) general telecommunications matters.

III. Am-Tel Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange Service

Am-Tel began providing telecommunications services in Georgia in March, 2000. Am-Tel has demonstrated that it possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

Am-Tel is financially qualified to provide resold local exchange telecommunications services in the State. Applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Attached hereto as Exhibit "C" are copies of Am-Tel, Inc.'s most recent bank statement, a Pro Forma on Am-Tel, Inc., a funding agreement between Am-Tel, Inc. and Citizens Reinsurance, LTD. and a funding agreement between Am-Tel, Inc. and Am-Tel, LLC.; which reflect its financial ability to provide the proposed services.

2. Managerial Qualifications

Am-Tel's senior management team is diverse in its background and skills. Exhibit "D" is comprised of biographical information on each member of the team. Bennie Hewett (President) has been in the finance business since 1961 and owner of his own company since 1969. During that time he has mastered all levels of personnel management. The holdings of his company currently

includes 117 offices in four states (42 in South Carolina).

Benjamin Jason Hewett (Vice President of Human Resources) has six years of management experience in the restaurant industry, three as co-owner. He has also dealt with a wide variety of personnel issues. Both men have, by virtue of their respective backgrounds, an extensive history of providing customer service on all levels. Bernie and Jason will be primarily responsible for hiring, training and overseeing Am-Tel's customer service staff in its interaction with the public. Using this diversity, Am-Tel's management team has developed innovative marketing strategies and a unique approach to both personnel management and customer service. In conjunction with effective financial and operational measures, these marketing strategies will result in revenue growth.

3. Technical Qualifications

Applicant is technically qualified to resell local exchange telecommunications services. William Roger Hewett is a Microsoft certified systems engineer as well as being MCP+I certified. He has over two years experience as a systems engineer and is our primary technical officer. Matthew Taylor Hewett has attended the Microsoft systems engineering courses but has not yet obtained certification. He too has practical experience as a systems engineer and has assisted Roger in our technical applications. In addition to Am-

Tel's own technical expertise, we have also retained the Atlantic Engineering Group as consultants to aid in the set up and operations of our business. Exhibit "D" also includes Matthew's and Roger's biographical information as well as the background information on the Atlantic Engineering Group. Matthew, Roger and Jason have all obtained Bell South certification to interface with their systems for connecting, trouble shooting, and otherwise managing customer accounts. Copies of their certificates are included as Exhibit "E".

IV. Approval of Am-Tel's Application is in the Public Interest

1. In general, monopoly is inefficient and, consequently, reduces consumer welfare. The introduction of competition into an industry previously monopolized will generally reduce the prices that consumers pay for goods and services. Am-Tel avers that competition, when introduced into telecommunications markets formerly served by a single provider--such as the markets for customer premises equipment and interexchange toll services--has resulted in, among other things, efficient pricing, improved service quality and expanded product and service capabilities.

2. The objective of the Federal Telecommunications Act of 1996 is to foster the development of competition in the local market so that consumers will be afforded the foregoing benefits Pursuant to the Act, barriers to local service entry are prohibited and

parameters for competition in local exchange markets are established. Because Am-Tel will be able to offer a broad range of services to customers wherever the incumbent LECs offer appropriate wholesale tariffs, Am-Tel's entry into the local service market will promote competition.

3. Granting Am-Tel's Application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial and managerial resources sufficient to provide the services requested;
- b. Applicant's local services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,

- e. The provision of local services by Applicant will not adversely impact the public interest.

4. The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service. Those local providers that offer consumers the most cost effective products will gain market share. In contrast, local exchange providers whose products do not meet the needs of consumers will lose market share, and, ultimately, be eliminated from the industry.

5. Further, granting Am-Tel's Application will be beneficial to all classes of customers. Am-Tel's intent is to offer competitive local exchange telecommunications services throughout the State of South Carolina, where authorized by the Commission, rather than providing service to only a few densely populated areas where the cost to provide service is minimal.

6. Additionally, Am-Tel's entry into the local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve close to 100 percent of the local exchange customers in South Carolina. The major advantage of incumbency

(i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitutes a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange services as well as facilities based competitive local exchange providers.

7. Currently, South Carolina consumers have few choices with regard to the provision of local exchange telecommunications services. A competitive local service market comprised of incumbents and competitive providers such as Am-Tel will offer consumers a competitive option and, therefore, will better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered and Service Territory

Am-Tel plans to provide local exchange telecommunications services on a resale prepaid basis. For informational purposes, Am-Tel has filed with this Application a list of its initial retailer service base (Exhibit "F"), an illustrative tariff based on Am-Tel's current expectations regarding local services (Exhibit "G"), and an illustrative price list (Exhibit "H"). Am-Tel expects to offer a full array of local exchange services to residential customers, including the following:

1. Local usage;
2. Wire Maintenance Plans;
3. 911/E911 service;
4. Optional Enhanced Features (Call Waiting, Call Return, Conference Calling, Speed Dialing and Caller ID); and
5. White and Yellow Pages Directory Listings (or Non-Published number).

VI. Waivers and Regulatory Compliance

Am-Tel requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as Am-Tel. Such rules are not appropriate

or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. Am-Tel requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("LTSOA"). The USQA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive carrier, Am-Tel maintains its books of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Am-Tel does not possess the detailed cost data required by USQA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Am-Tel's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its South Carolina local service operations would place an extreme burden on Am-Tel.

c. Moreover, Am-Tel asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Am-Tel's operations. Therefore, Am-Tel hereby requests to be exempt from any USQA requirements of the Commission.

2. Local Exchange Directories

Am-Tel requests that it not be required to publish local exchange directories. Am-Tel will make arrangements with the incumbent LECs whereby the names of Am-Tel's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Am-Tel's customer service number. These directories will be distributed to Am-Tel's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Am-Tel and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Am-Tel to require that it publish and distribute its own directory to all customers of the incumbent LECs. It is more efficient for Am-Tel to simply include its limited customer list in the existing directories of the incumbent LECs.

3. Reporting Requirements

Am-Tel further requests waivers of any reporting requirements which, although applicable to the incumbent LECs, are not applicable to competitive providers such as Am-Tel

because such requirements: (1) are not consistent with the demands of the competitive market; or (2) they constitute an undue burden on a competitive provider, thereby requiring an inefficient allocation of its limited resources. In addition, Am-Tel reserves the right to seek any regulatory waivers which may be required for Am-Tel to compete effectively in South Carolina's local exchange service resale market.

VIII. Conclusion

This application demonstrates that Am-Tel possesses the technical, financial and managerial resources to provide local exchange service, on a resale basis, in the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange service will improve.

Wherefore, Am-Tel respectfully petitions this Commission for authority to operate as a reseller of business and residential local exchange telecommunications services in the State of South

Carolina in accordance with this Application and for such other relief as it deems necessary and appropriate.

Respectfully submitted,
AM-TEL SOUTH CAROLINA, LLC.



Frank W. Armstrong
STEWART, MELVIN & FROST, LLP
P.O. Box 3280
200 Main Street
Suite 600, Hunt Tower
Gainesville, GA 30501
(770) 536-0101

VERIFICATION

GEORGIA, HALL COUNTY.

Personally appeared before the undersigned officer, duly authorized to administer oaths in and for said State and County, BENNIE E. HEWETT, President of Hewett Management, Inc., Manager of Am-Tel South Carolina LLC, who states that the facts contained in the within Application of Am-Tel South Carolina LLC for Authority to Provide Local Exchange Service are true and correct to the best of his knowledge and belief.

AM-TEL SOUTH CAROLINA, LLC

BY: HEWETT MANAGEMENT, INC. Its
Manager

By: Bennie E. Hewett (Seal)
Bennie E. Hewett, President

Sworn to and subscribed before me
this 24th day of August, 2000.

Linda S. Lyle
Notary Public (Seal)
My Commission Expires: 4-19-2002

F:\CASES\Amc\HEWETT\VERIFICATION SC LLC.wpd

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: K945144
EFFECTIVE DATE: 11/03/1999
COUNTY : HALL
REFERENCE : 0045
PRINT DATE : 11/03/1999
FORM NUMBER : 311

W. WOODROW STEWART
200 MAIN ST., STE. 600
P. O. BOX 3280
GAINESVILLE, GA 30503

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

AM-TEL, INC
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

**ARTICLES OF INCORPORATION
OF
AM-TEL, INC.**

I.

The name of the corporation is **AM-TEL, INC.**

II.

The corporation shall have perpetual duration.

III.

The corporation shall be organized under the Georgia Business Corporation Code and shall be operated for a profit.

IV.

The corporation may engage in and act as a competitive local exchange carrier to resell tariffed local exchange and toll telecommunication services, and in any other activity for which corporations may be organized under the Georgia Business Corporation Code.

V.

In addition to and not in limitation of the general powers conferred by the Georgia Business Corporation Code, the corporation shall have the following powers:

(a) To purchase or otherwise acquire, hold, sell, exchange, pledge, hypothecate, underwrite, deal in and dispose of shares, bonds, notes, debentures, or other evidences of indebtedness and obligations and securities of any corporation, company, association, partnership, syndicate, entity or person.

(b) To purchase or otherwise acquire, hold, exchange, pledge, hypothecate, sell, deal in, and dispose of mortgages covering any kind of property, tax liens, and transfers of tax liens on real estate.

(c) To enter into any lawful arrangements for sharing profits, union of interest, reciprocal concession or corporations, with any corporation, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, in the carrying on of any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of the corporation.

(d) To conduct any and all other businesses and engage in any other activities not specifically prohibited to corporations for profit under the laws of the State of Georgia, and the corporation shall have all powers necessary to conduct such businesses and engage in such activities.

VI.

The corporation shall have authority to issue not more than One Hundred Thousand (100,000) shares of no par value stock, the holder(s) of which shall have unlimited voting rights and be entitled to receive the net assets of the corporation upon dissolution.

VII.

The mailing address of the initial principal office of the corporation shall be P. O. Box 907670, Gainesville, Georgia 30503. The street address of the initial registered office of the corporation shall be 324 Bradford Street, N.W., Gainesville, Hall County, Georgia 30501. The initial registered agent of the corporation at such address shall be Bennie E. Hewett.

VIII.

The name and address of the Incorporator is:

| <u>Name</u> | <u>Address</u> |
|------------------|--|
| Bennie E. Hewett | P. O. Box 907670 Gainesville, Georgia 30503 |

IX.

The corporation may, upon the adoption of a resolution by its Board of directors, purchase any portion (but not all) of its own shares out of any corporate funds legally available for said

purchase. Any such purchase shall be in such amounts and on such terms as may be agreed upon by the corporation and the selling shareholder(s).

X.

No director shall be personally liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, provided, however, that this provision shall not eliminate or limit the liability of a director.

- (a) For any appropriation, in violation of his duties, of any business opportunity of the corporation;
- (b) For acts or omissions which involve intentional misconduct or a knowing violation of law;
- (c) For the types of liabilities set forth in O.C.G.A. § 14-2-202 or any successor provision thereto; or
- (d) For any transaction from which the director receives an improper personal benefit.

XI.

The holders(s) of shares of stock in the corporation shall have preemptive rights as provided in O.C.G.A. § 14-2-630, and the election contemplated by that statute is hereby made.

XII.

Any action required or permitted by law to be taken at a meeting of the corporation's shareholders may be taken without a meeting by written consent(s) signed by such number of shareholders who would be entitled to vote at such a meeting and who hold voting power to cast not less than the minimum number(s) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.

STEWART, MELVIN & FROST, LLP

By: 
W. Woodrow Stewart

ATTORNEYS FOR INCORPORATOR

SECRETARY OF STATE

NOV 3 10 54 AM '99

150.1



COMMISSIONERS:

DURDEN, CHAIRMAN
ROBERT B. BAKER, JR.
DAVID L. BURGESS
LAUREN "BUBBA" McDONALD, JR.
STAN WISE

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

HELEN O'LEARY
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
1 (800) 282-5813

47 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30334-5701

FAX: (404) 656-2341
www.psc.state.ga.us

*Postmarked 3-13-2000
Received 3-15-2000*

DOCKET NO. 11504-U

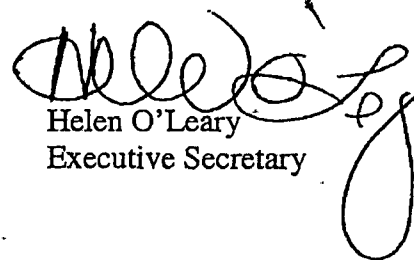
Bennie E. Hewett
Am-Tel, Inc. d/b/a Phone Center Comm.
324 Bradford Street, NW
Gainesville, Georgia 30501

Dear Mr. Hewett:

Enclosed is a copy of interim Certificate No. L-0174 approved February 15, 2000 for Am-Tel, Inc. d/b/a Phone Center Comm. to provide Competitive Local Exchange Telecommunication Services.

Please take due notice and be governed accordingly.

Yours very truly,


Helen O'Leary
Executive Secretary

HOL/DRS/nd

Enclosure

Cc: Consumers' Utility Counsel
Parties of Record

COMMISSIONERS:

DB DURDEN, CHAIRMAN
 ROBERT B. BAKER, JR.
 DAVID L. BURGESS
 LAUREN "BUBBA" McDONALD, JR.
 STAN WISE



11504
 DEBORAH K. FLANNAGAN
 EXECUTIVE DIRECTOR

36932
 HELEN O'LEARY
 EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
 1 (800) 282-5813

47 TRINITY AVENUE, S.W.
 ATLANTA, GEORGIA 30334-5701

FAX: (404) 656-2346
 www.psc.state.ga.us

INTERIM CERTIFICATE OF AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

RECEIVED

MAR 07 2000

EXECUTIVE SECRETARY
 G.H.G.

IN RE: Docket No. 11504-U - Application of Am-Tel for Certificate of Authority
 to Provide Competitive Local Exchange Service.

Certificate No. L-0174

Approved: February 15, 2000

Issued: MAR 08 2000

BY THE COMMISSION:

I. BACKGROUND

Am-Tel, Inc. d/b/a Phone Center Comm. ("Applicant", "Company" or "Am-Tel") on November 5, 1999, filed with the Georgia Public Service Commission ("Commission") an application for a Certificate of Authority to Provide Competitive Local Exchange Services ("Application") pursuant to O.C.G.A. Section 46-5-163(b). The Commission assigned this matter to a hearing officer pursuant to O.C.G.A. Section 46-2-58 on November 16, 1999.

The hearing was scheduled and convened on January 6, 2000. The Applicant sponsored three witnesses to testify in support of the Application: Mathew Taylor Hewett, Vice President of Am-Tel; William Roger Hewett, Vice President of Am-Tel; and Bennie E Hewett; President of Am-Tel. During the hearing, the Applicant agreed to file additional supporting documents and supplemental information. This information was submitted by Am-Tel on January 14, 2000.

A copy of the Applicant's legal notice to the Atlanta Journal and Constitution was submitted into the record as Exhibit 1.

The statutory authority governing certificates of authority of the type the Applicant is seeking is found at O.C.G.A. Section 46-5-163. This code section provides

that a telecommunications company including a telecommunications services reseller shall not provide telecommunications services without a certificate of authority issued by the Commission. A certificate may not be issued without adequate proof that the applicant possesses satisfactory financial and technical capability. A showing of public convenience and necessity is not a condition for issuing a competing certificate of authority.

II. FINDINGS OF FACT

The Applicant requests authority to provide resale of local exchange service in all BellSouth and Alltel exchanges. The Applicant proposes to provide service to residential customers that cannot afford to pay deposits; pre-paid service. The service will be provided 24 hours a day, 7 days a week.

Am-Tel is a Georgia Corporation authorized, among other things, to engage in an act as a competitive local exchange carrier to resell tariffed local exchange and toll telecommunication services. The sole director of the corporation is Bennie E. Hewett. The sole stockholder of the corporation is Delta Family Partnership, L.P. Mr. Hewett, president and managing general partner of Am-Tel, has been in consumer finance in Georgia, South Carolina, Louisiana and Texas as owner/operator and currently operates 31 stores. Since the principals in Am-Tel and 31 other stores are the same the cost of start up will be at a minimum.

1. FINANCIAL CAPABILITY

The Applicant notes that although start-up historically show losses in the early months of operation, the company stockholders have an existing customer base in 31 stores already in place. In a Funding Agreement attached to the Application, Citizens Reinsurance, LTD ("CRI") agrees to extend a revolving line of credit not to exceed \$750,000.00 to the Applicant. The interest rate is set not to exceed prime plus two percent for a term of five years. The funding is contingent upon Am-Tel receiving a Certificate from the Commission. The Applicant will provide quarterly financial statements as long as there is an outstanding balance on the line of credit.

Additionally, Am-Tel opened a demand deposit account with Gainesville Bank & Trust. The balance in the account as of January 10, 2000 was \$307,907.81

The Commission requires all prepaid telecommunications providers to enter into an escrow and deposit agreement prior to initiating service in Georgia. The Applicant has entered into such an agreement with Gainesville Bank and Trust. No party raised an issue with respect to the financial capability of the Applicant.

The Hearing Officer finds that based on the undisputed evidence presented, the Applicant has demonstrated that it possesses sufficient and adequate financial capability to provide the local telecommunications services for which it is seeking a Certificate of Authority.

2. TECHNICAL CAPABILITY

The Applicant proposes to begin offering service upon approval by the Commission and completion of interconnection agreements with BellSouth and Alltel. Am-Tel will initially begin offering service to the existing customer base in CRI's 31 stores. During the year 2000, Am-Tel proposed to hire an additional 8 employees to manage the central operation. Management expects to have a minimum of 3100 customers by year-end 2000 and 6200 by year-end 2001.

The Applicant requests authority to provide service in all of the BellSouth and Alltel exchanges. Am-Tel proffered into evidence as Exhibit 5, a copy of the executed agreement between it and BellSouth. (Tr. 5)

During the year 2001, Am-Tel plans to open 8 freestanding stores. These stores will be designed to attract the un-banked customer in resell phone services. Employment in the central office and 8 stores should add an additional 28 employees for a total of 36. For the first two years management believes the 31 branches will add minimum employees to service the un-banked phone customer.

William Roger Hewett and Mathew T. Hewett will handle the technical assistance for the Applicant. Roger Hewett is a Microsoft Certified Systems Engineer ("MCSE") in Windows N.T. 4.0 and SCO Unix OpenServer 50.5 Advanced System Engineer Certification. Mathew Hewett will be responsible for management and personnel. The Applicant plans to use TAG which is a complete package capable of handling the billing, phone hookups, to check CSTs and to use GSAG, a regional street address guide to check addresses. Am-Tel will also have a dedicated ISDN circuit to BellSouth, to do TAFI, the trouble analysis program.

The Hearing Officer finds that based on the undisputed evidence that the Applicant has demonstrated it has the technical capabilities to provide the proposed telecommunications service in Georgia.

III. CONCLUSIONS OF LAW

The Hearing Officer certifies the record in this docket to the Commission and issues this recommendation pursuant to O.C.G.A. §§ 46-2-58(d) and 50-13-17(a). Based upon the evidence, the Hearing Officer finds that the Applicant has shown that it possesses satisfactory financial and technical capability pursuant to O.C.G.A. § 46-5-163(b) in order to be granted an interim certificate, consistent with the Commission's guidelines in its Docket No. 5778-U for the issuance of interim certificates of authority for the provision of local exchange service.

WHEREFORE, it is

ORDERED, that Am-Tel, Inc. d/b/a/ Phone Center Comm, whose principal business address is 324 Bradford Street, NW, Gainesville, Georgia 30501, is hereby granted an interim certificate of authority to provide competitive local exchange telecommunication services.

ORDERED FURTHER, that the Applicant be granted authority to provide local exchange telecommunications services in the BellSouth exchanges as set forth below:

| | | | |
|----------------|----------------|----------------|----------------|
| Acworth | Covington | Lawrenceville | Sardis |
| Adairsville | Cumming | Leary | Savannah |
| Albany | Cusseta | Leesburg | Senoia |
| Alpharetta | Dallas | Lithonia | Smithville |
| Americus | Douglasville | Loganville | Smyrna |
| Appling | Dublin | Louisville | Social Circle |
| Arlington | Duluth | Lula | Sparks |
| Athens | Eastman | Lumber City | Sparta |
| Atlanta | Eatonton | Lumpkin | St. Simons |
| Augusta | Elberton | Luthersville | Island |
| Austell | Fairburn | Lyons | Stockbridge |
| Baconton | Fayetteville | Macon | Stone Mountain |
| Bainbridge | Flowery Branch | Madison | Swainsboro |
| Barnesville | Forsyth | Marietta | Sylvester |
| Baxley | Fort Valley | McCaysville | Tallapoosa |
| Blackshear | Franklin | McDonough | Temple |
| Bogart-Statham | Gainesville | Millen | Tennega |
| Bowdon | Gay | Monticello | Thomasville |
| Bremen | Gibson | Newnan | Thomson |
| Brunswick | Grantville | Newton | Tifton |
| Buchanan | Greensboro | Norcross | Tucker |
| Buford | Greenville | Palmetto | Tybee Island |
| Calhoun | Griffin | Panola | Valdosta |
| Camilla | Hamilton | Pelham | Vidalia |
| Carrollton | Hampton | Pine Mountain | Villa Rica |
| Cartersville | Harlem | Pooler | Wadley |
| Cave Spring | Hazelhurst | Powder Springs | Warner Robins |
| Cedartown | Hephzibah | Richland | Warrenton |
| Chamblee | Hogansville | Rockmart | Watkinsville |
| Claxton | Jackson | Rome | Waycross |
| Clermont | Jekyll Island | Roopville | Waynesboro |
| Cochran | Jesup | Rossville | Woodbury |
| Colquitt | Johnson Corner | Roswell | Woodstock |
| Columbus | Jonesboro | Royston | Wrens |
| Concord | Kingston | Rutledge | Wrightsville |
| Conyers | LaGrange | Sandersville- | Zebulon |
| Cordele | Lake Park | Tennille | |

ORDERED FURTHER, that the Applicant also be granted authority to provide local exchange telecommunication services in the Alltel exchanges as set forth below:

| | | | |
|---------------|--------------------|------------------|---------------|
| Abbeville | Crawford-Lexington | Jasper | Pendergrass |
| Adel | Cuthbert | Jefferson | Perry |
| Alamo | Dalton | Jeffersonville | Pineview |
| Alapaha | Danville | Kensington | Pitts |
| Ashburn | Dahlonega | Lafayette | Preston |
| Barwick | Danielsville | Lakeland | Quitman |
| Batesville | Dawson | Lake Sinclair | Ray City |
| Berlin | Dawsonville | Lavonia | Rebecca |
| Big Canoe | Demorest | Ludowici | Reidsville |
| Blairsville | Doerun | Lyerly | Reynoldsville |
| Blakely | Donalsonville | McRae | Rincon |
| Bluffton | Douglas | Manchester | Rochelle |
| Boston | Eastanollee | Marshallville | Rhine |
| Braselton | Edison | Maxeys | Sasser |
| Broxton | Ellaville | Maysville | Shellman |
| Buena Vista | Enigma | Meigs | Springfield |
| Byromville | Fargo | Menlo | Screven |
| Byron | Fitzgerald | Milan | Summerville |
| Cairo | Folkston | Milledgeville | Suches |
| Calvary-Reno | Ft. Gaines | Monroe | St. George |
| Carlton | Funston | Montezuma | Sylvania |
| Carnesville | Glenville | Montrose | Toccoa |
| Canton | Glenwood | Morgan | Thomaston |
| Cedar Springs | Gray | Morven | Trion |
| Centerville | Haddock | Moultrie | Tunnel Hill |
| Chatsworth | Hahira | Mt. City Dillard | Unadilla |
| Clarksville | Helen | Mt. Vernon | Union Point |
| Clayton | Hiawassee | Nashville | Uvalda |
| Cleveland | Homer | Nicholson | Villanow |
| Cohutta | Homerville | Noble | Warm Springs |
| Colbert | Ideal | Norman Park | Whigham |
| Collins | Ila | Ochlocknee | White Plains |
| Comer | Iron City | Ocilla | Winder |
| Commerce | Irwinville | Odum | Winterville |
| Coolidge | Jacksonville | Parrott | Woodland |
| Cornelia | Jakin | Pavo | Yatesville |
| | | | Young Harris |

ORDERED FURTHER that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Applicant fails to notify the Commission of any change in its contact address on file with the Commission, fails to comply with Commission requirements or Orders, or violates any applicable law or Commission Rule.

ORDERED FURTHER, that the Applicant's tariff, as revised by its supplemental filing on January 21, 2000 is hereby approved by the Commission.

ORDERED FURTHER, that the Commission finds that Applicant's escrow agreement is consistent with the Commission's ruling and all other requirements regarding prepaid monthly service in Docket No. 5947-U (Ga. Comm. South).

ORDERED FURTHER, that the Commission orders the Applicant to provide customer notification at least one week prior to termination either by mail or phone call to affected customers.

ORDERED FURTHER, that the Commission orders the Applicant to file a quarterly report with the Commission that provides the following:

- 1) number of customers at the beginning of the quarter;
- 2) number of customers at the end of the quarter;
- 3) number of customers disconnected; and
- 4) amounts paid into escrow

ORDERED FURTHER, that the interim certificate be issued subject to the conditions adopted by the Commission in Docket No. 5778-U and subject to all other applicable requirements and rules of the Commission, including, but not limited to Commission requirements regarding prepaid monthly service.

Quarterly Filing Requirements:

- 1) the number of new and total customers, categorized by customer class and types of service;
- 2) the number, nature and resolution of any complaints, categorized by customer class (and, if applicable, by types of service);
- 3) the number of employees dedicated in Georgia to the local service, categorized by type (e.g., customer service, sales, maintenance, etc.); and
- 4) An explanation of whether the services are being made available through resale or through use of the company's own facilities.

ORDERED FURTHER, that AmTel shall contribute to the Universal Access Fund as prescribed in Docket No. 5825-U.


ORDERED FURTHER, that if AmTel desires to do business in Georgia under any name which does not appear on this certificate, Applicant shall submit an application for amendment to its certification stating the name under which it plans to conduct business.

ORDERED FURTHER, that all statements of fact, law and regulatory policy contained within the preceding sections of this Order be adopted as findings and conclusions of law and conclusions of regulatory policy of the Commission.

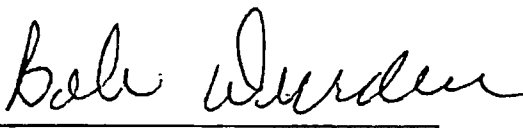
ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further Order or Orders as the Commission may deem just and proper.

ORDERED FURTHER, that any motion for reconsideration or rehearing in this case shall not have the effect of staying the Order of Commission, except insofar as the Commission may otherwise provide.

BY ORDER OF THE GEORGIA PUBLIC SERVICE COMMISSION, this
15th day of February, 2000.



Helen O'Leary
Executive Secretary



Bob Durden
Chairman

Date: March 7, 2000

Date: 3/7/00

HOL/BD/DS/nd

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0014363
EFFECTIVE DATE: 03/23/2000
COUNTY : HALL
REFERENCE : 0077
PRINT DATE : 03/27/2000
FORM NUMBER : 356

W. WOODROW STEWART
P.O. BOX 3280
GAINESVILLE, GA 30503

CERTIFICATE OF ORGANIZATION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

AM-TEL, SOUTH CAROLINA, LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State



JAMES A. MASSEY
Secretary of State

Exhibit "B" - 1 - b
OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
Suite 315, West Tower, 2 Martin Luther King Jr., Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

CATHY COX
Assistant Secretary of State -
Operations

TRANSMITTAL INFORMATION FOR GEORGIA
LIMITED LIABILITY COMPANIES

WARREN H. BARY
Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

| | | |
|----------------------------|--------------------|-----------------|
| DOCKET # | PENDING CONTROL # | CONTROL # |
| Docket Code | LLC Type | |
| Date Filed | Amount Received \$ | Check/Receipt # |
| Jurisdiction (County) Code | | |
| Examiner | Date Completed | |

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.
INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

| | | | |
|----|--|-----------------------------|----------------|
| 1. | 000661233 | | |
| | LLC Name Reservation Number | Reservation Expiration Date | |
| | AM-TEL, South Carolina, LLC | | |
| | LLC Name | | |
| | W. Woodrow Stewart | 770/536-0101 | |
| | Applicant/Attorney | Telephone Number | |
| | P. O. Box 3280 | Gainesville | GA 30503 |
| | Address | City | State Zip Code |
| 3. | Name and Address of each organizer (attach additional sheets if necessary) | | |
| | W. Woodrow Stewart | Gainesville | GA 30503 |
| | Organizer | City | State Zip Code |
| | Organizer | City | State Zip Code |
| 4. | Bennie E. Hewett | | |
| | Name of Registered Agent in Georgia | | |
| | 324 Bradford Street, NW | | |
| | Registered Office Street Address in Georgia | | |
| | Gainesville | Hall | GA 30501 |
| | City | County | State Zip Code |
| 5. | 324 Bradford Street, NW | Gainesville | GA 30501 |
| | Principal Place of Business Mailing Address | City | State Zip Code |

6. NOTICE: This form does not replace the articles of organization. Mail or deliver to the Secretary of State at the above address the following: (1) an original and one copy of this form; (2) an original and one copy of the articles of organization; and (3) a filing fee of \$75.00 (make check payable to "Secretary of State"). FEES ARE NON-REFUNDABLE.

W. Woodrow Stewart
Authorized Signature W. Woodrow Stewart, Organizer
(Member, Manager, or Organizer)

3/20/00
Date

Registered agent, officer, entity status information is available on the internet.
VISIT US ON THE INTERNET AT THE ADDRESS LISTED BELOW.

ACCEPTED FOR PROCESSING - 2019 November 20 10:29 AM - SCPSC - 0000457 - Page 32 of 109

ARTICLES OF ORGANIZATION
OF
AM-TEL, South Carolina, LLC

ARTICLE ONE

NAME


The name of the limited liability company is AM-TEL, South Carolina, LLC (hereinafter the "Company").

ARTICLE TWO

MANAGEMENT

The management of the Company is vested in one or more Managers.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization, this 20 day of March, 2000.


W. Woodrow Stewart, as Organizer

P.O. Box 3280
Gainesville, GA 30503
770/536-0101

f:\docs\wvs\hewett\llc agreement (SC)

BSR (3)
MAR 23 9 11 AM '00

SECRETARY OF STATE

STATE OF SOUTH CAROLINA
SECRETARY OF STATEAPPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN
SOUTH CAROLINA

| | | | | | | | | | | | |
|---|---|---|----|----|----|---|---|---|---|---|---|
| Jim Miles SECRETARY OF STATE FILED APR 17 2000 AM PM | | | | | | | | | | | |
| 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 |

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended,

- The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is AM-TEL, South Carolina, LLC
- The name of the State or Country under whose law the company is organized is Georgia
- The street address of the Limited Liability Company's principal office is
324 Bradford Street, NW
Street Address
Gainesville GA 30501
City State Zip Code
- The address of the Limited Liability Company's current designated office in South Carolina is
c/o CT Corporation System, 75 Beattie Place, Two Insignia Financial Plaza
Street Address
Greenville South Carolina 29601
City State Zip Code
- The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
c/o CT Corporation System, 75 Beattie Place, Two Insignia Financial Plaza
Street Address
Greenville South Carolina 29601
City State Zip Code
 and the name of the Limited Liability Company's agent for service of process at the address is
CT Corporation System Dale W. Morris
Name Signature
DALE W. MORRIS
ASSISTANT VICE PRESIDENT
- ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____
- ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager
 - Hewett Management, Inc.
Name
324 Bradford Street, NW
Business Address
Gainesville GA 30501
City State Zip Code

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

APR 17 2000

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

AM-TEL, South Carolina, LLC
Name of Limited Liability Company

b. _____
Name

Business Address

City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

HEWETT MANAGEMENT, INC., As Manager

Date 04/13/00

By: Bennie E. Hewett
Signature

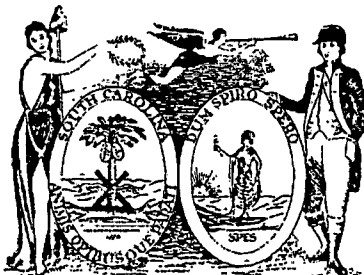
Bennie E. Hewett, President
Name Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211
5. The first annual report for limited liability company must be delivered to the Secretary of State between January first and April first of the calendar year after which the limited liability company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State between January first and April first of the ensuing calendar years.

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

AM-TEL, SOUTH CAROLINA, LLC, A Limited Liability Company duly organized under the laws of the State of GEORGIA, and issued a certificate of authority to transact business in South Carolina on April 17th, 2000, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 17th day of
April, 2000.

A handwritten signature in cursive script, reading "Jim Miles".

Jim Miles, Secretary of State

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
ATLANTA GA 39901

DATE OF THIS NOTICE: 05-03-2000
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: 58-2540070
FORM: SS-4
0716933151 B

FOR ASSISTANCE CALL US AT
1-800-829-1040

AM-TEL SOUTH CAROLINA LLC
324 BRADFORD ST NW
GAINESVILLE GA 30501

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 58-2540070. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following form(s) by the date we show.

Form 1120

03/15/2001

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a determination on your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Rev. Proc. 98-01, 1998-1 I.R.B. 7 (or the superceding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Start your business off right - pay your taxes the easy way. Pay through the Electronic Federal Tax Payment System (EFTPS). For information about EFTPS, call 1-800-829-3676 and request Publication 966, EFTPS Answers to the Most Commonly Asked Questions.

(IRS USE ONLY)

575A

58-2540070

Exhibit "B" - 3 - b

05-03-2000

AM-T

0716933151

SS-4

ACCEPTED FOR PROCESSING - 2019 November 20 10:29 AM - SCPSC - 2000-457-C - Page 38 of 109

Please use the label IRS provided when filing tax documents and FTD coupons when making FTD payments. If that isn't possible, you should use your EIN and complete name and address as shown below to identify your account and to avoid delays in processing.

AM-TEL SOUTH CAROLINA LLC
324 BRADFORD ST NW
GAINESVILLE GA 30501

If this information isn't correct, please correct it using the bottom part of this notice. Return it to us at the address shown so we can correct your account.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 1-2000)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

0716933151

Your Telephone Number () Best Time to Call

DATE OF THIS NOTICE: 05-03-2000
EMPLOYER IDENTIFICATION NUMBER: 58-2540070
FORM: SS-4

INTERNAL REVENUE SERVICE
ATLANTA GA 39901

AM-TEL SOUTH CAROLINA LLC
324 BRADFORD ST NW
GAINESVILLE GA 30501

228668
1741
33
26STATEMENT DATE
02/29/00

PAGE 1

Member FDIC

Gainesville Offices
500 Jesse Jewell Pkwy., S.E. 3725 Mundy Mill Road
532-1212 536-1444

1210 Thompson Bridge Rd.
287-3383

2412 Old Cornelia Hwy
531-7372

475 Dawsonville Highway
533-4024

Join us for a bite of breakfast and the best of banking
on Saturdays - nine until noon - at our Oakwood Office
or our Main Office in downtown Gainesville.

NOTICE:
SEE REVERSE SIDE
FOR IMPORTANT INFORMATION

C1

AM TEL INC
PO BOX 907670
GAINESVILLE GA 30501

STATEMENT

BUSINESS CHECKING

ACCOUNT
NUMBER
228668

YOUR PREVIOUS BALANCE ON 01/31/00 297,607.20
PLUS DEPOSITS & OTHER CREDITS .00
MINUS CHECKS & OTHER DEBITS 28,506.31
EQUALS YOUR NEW BALANCE 269,100.89
29 DAY PERIOD, 02/01 THROUGH 02/29/00

BUSINESS CHECKING

| ITEM | DATE | AMOUNT |
|------|-------|----------|
| 115 | 02-15 | 385.14 |
| 145* | 02-01 | 3,169.80 |
| 146 | 02-01 | 1,264.16 |
| 147 | 02-02 | 1,444.14 |
| 148 | 02-02 | 1,152.27 |
| 149 | 02-17 | 519.96 |
| 150 | 02-09 | 527.10 |
| 151 | 02-11 | 15.00 |
| 152 | 02-09 | 645.75 |
| 153 | 02-09 | 486.92 |
| 154 | 02-03 | 506.88 |
| 155 | 02-08 | 63.30 |
| 156 | 02-10 | 140.80 |

BUSINESS CHECKING

| ITEM | DATE | AMOUNT |
|------|-------|----------|
| 157 | 02-08 | 2,422.24 |
| 158 | 02-14 | 142.51 |
| 159 | 02-28 | 2,012.50 |
| 160 | 02-15 | 575.40 |
| 161 | 02-15 | 1,264.16 |
| 162 | 02-17 | 1,444.14 |
| 163 | 02-17 | 1,152.27 |
| 164 | 02-18 | 62.73 |
| 165 | 02-23 | 218.86 |
| 166 | 02-18 | 8,623.97 |
| 167 | 02-23 | 39.37 |
| 169* | 02-23 | 65.38 |
| 170 | 02-29 | 161.56 |

-----BALANCES-----

| DATE | BALANCE |
|-------|------------|
| 01-31 | 297,607.20 |
| 02-01 | 293,173.24 |
| 02-02 | 290,576.83 |
| 02-03 | 290,069.95 |
| 02-08 | 287,584.41 |
| 02-09 | 285,924.64 |
| 02-10 | 285,783.84 |
| 02-11 | 285,768.84 |
| 02-14 | 285,626.33 |
| 02-15 | 283,401.63 |
| 02-17 | 280,285.26 |
| 02-18 | 271,598.56 |
| 02-23 | 271,274.95 |
| 02-28 | 269,262.45 |
| 02-29 | 269,100.89 |

AM-TEL, INC.

(PRO FORMA)

| | Forecast for year ending December 31 | | |
|------------------------------|--------------------------------------|-----------|-----------|
| | 2000 | 2001 | 2002 |
| Revenue | 1,860,000 | 3,720,000 | 7,680,000 |
| Cost of Goods Sold | 558,000 | 1,116,000 | 2,304,000 |
| Total Net Revenue | 1,302,000 | 2,604,000 | 5,376,000 |
| EXPENSES | | | |
| Advertising | 20,000 | 40,000 | 80,000 |
| Commissions | 279,000 | 558,000 | 1,152,000 |
| Equipment | 200,000 | 200,000 | 200,000 |
| Furniture & Fixtures | 50,000 | 20,000 | 30,000 |
| Insurance(Group & Liability) | 25,000 | 79,200 | 169,600 |
| Interest | 50,000 | 70,000 | 120,000 |
| Legal | 10,000 | 20,000 | 30,000 |
| Rent | 24,000 | 48,000 | 108,000 |
| Salaries | 230,000 | 560,000 | 970,000 |
| Bonuses | 70,000 | 78,000 | 325,000 |
| Supplies,Printing | 40,000 | 60,000 | 80,000 |
| Travel | 20,000 | 30,000 | 60,000 |
| Utilities | 12,000 | 51,600 | 133,200 |
| Cost of Store Development | | 480,000 | 600,000 |
| Total Expenses | 1,030,000 | 2,294,800 | 4,057,800 |
| Earning before Income Tax | 272,000 | 309,200 | 1,318,200 |
| Total Customers | 3,100 | 6,200 | 12,800 |
| Total Stores | 31 | 40 | 50 |
| Total Employees | 8 | 36 | 74 |
| Central Office | 8 | 12 | 20 |
| Branches-Free Standing | 0 | 24 | 54 |

Prepared by: Bennie E. Hewett
Bennie E. Hewett

Date: Nov. 4, 1999

FUNDING AGREEMENT

STATE OF GEORGIA

COUNTY OF HALL

This agreement made and entered into this 4th day of November, 1999 by and between Citizens Reinsurance, LTD a corporation having its principal place of business at 324 Bradford Street, N.W., Gainesville, Georgia (hereinafter "CRL") and AM-TEL, Inc. of Gainesville, Georgia (hereinafter "ATI").

Whereas ATI has applied to the Georgia Public Service Commission (the Commission) for a Certificate of Authority to Resell local Exchange Telecommunications Service (the Certificate).

Whereas ATI is a new corporation and will require funding for a start up operation and future growth.

Whereas ATI proposes to require customers to pay for local exchange telecommunications services one month in advance.

Now therefore CRL agrees to extend to ATI a revolving line of credit not to exceed \$750,000.00 with an interest rate not to exceed prime plus two (2) percent for a term of five (5) years. The funding will be contingent upon ATI receiving the Certificate from the Commission and a separate loan agreement has been executed between CRL and ATI.

ATI agrees to furnish a quarterly financial statement to CRL as long as there is an outstanding balance on said line of credit.

In witness whereof, the parties have here set their hands and seals the day first above written.

CITIZENS REINSURANCE, LTD.

BY: Bernie E. Hunt Pres.
President

Address: 324 Bradford St., N.W.
Gainesville, GA 30501

Attest: Jarvis D. Carter
Secretary

AM-TEL, Inc.

BY: Bernie E. Hunt
President

Address: 324 Bradford St., N.W.
Gainesville, GA 30501

Attest: Jarvis D. Carter
Secretary

Exhibit "C" - 4

FUNDING AGREEMENT

STATE OF GEORGIA

COUNTY OF HALL

This agreement made and entered into this 21st day of March, 2000 by and between Am-Tel, Inc. a corporation having its principal place of business at 324 Bradford Street NW, Gainesville, Georgia (hereinafter "ATI"), Citizens Reinsurance (hereinafter "CRI") and Am-Tel South Carolina, LLC. (hereinafter "ATLLC").

Whereas ATLLC has applied to the Public Service Commission of South Carolina (the Commission) for a Certificate of Authority to Resell Local Exchange Telecommunications Services (the Certificate).

Whereas ATLLC is a new company and will require funding for a start up operation and future growth.

Whereas ATLLC proposes to require customers to pay for local exchange telecommunication services one month in advance.

Now therefore ATI agrees to extend to ATLLC a revolving line of credit not to exceed \$750,000.00 with an interest rate not to exceed prime plus two (2) percent for a term of five (5) years. The funding will be contingent upon ATLLC receiving the Certificate from the Commission and a separate loan agreement has been executed between ATI and ATLLC.

ATLLC agrees to furnish a quarterly financial statement to ATI as long as there is an outstanding balance on said line of credit.

CRI, having previously entered into a funding agreement with ATI, has read and approved this agreement in whole and in part.

In witness whereof, the parties have here set their hands and seals the day first above written.

AM-TEL, INC.

AM-TEL SOUTH CAROLINA, LLC

BY: Bennett E. Hester
President
324 Bradford Street NW
Gainesville, Ga. 30501

BY: Bennett E. Hester
President
324 Bradford Street NW
Gainesville, Ga. 30501

CITIZEN'S REINSURANCE

BY: Bennett E. Hester
President
324 Bradford Street NW
Gainesville, Ga. 30501

ATTEST:

Witness

[Signature]
Witness

CITIZENS REINSURANCE, LTD.
GAINESVILLE, GEORGIA
EXHIBIT C-5

FINANCIAL STATEMENTS

For the Year Ended
December 31, 1998

CITIZENS REINSURANCE, LTD.

GAINESVILLE, GEORGIA

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| ACCOUNTANTS' COMPILATION REPORT | 1 |
| BALANCE SHEET | 2 |
| STATEMENT OF INCOME | 3 |
| SCHEDULE OF NET INVESTMENT INCOME AND OTHER EXPENSES | 4 |

JessupComptonPierce

CERTIFIED PUBLIC ACCOUNTANTS

WAYNE M. JESSUP, CPA/PFS, CFP
CHRISTOPHER J. COMPTON, CPA
R. BRIAN PIERCE, CPA, CFP



A
PROFESSIONAL
CORPORATION

1212

SHERWOOD
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N.E.

POST OFFICE
BOX 2477

GAINESVILLE,
GEORGIA
30503-2477

TELEPHONE:
770.534.1891

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jcpcpas@mindspring.com

Members

THE AMERICAN
INSTITUTE OF
CERTIFIED PUBLIC
ACCOUNTANTS

THE GEORGIA
SOCIETY OF
CERTIFIED PUBLIC
ACCOUNTANTS

November 2, 1999

To the Board of Directors
Citizens Reinsurance, Ltd.
Gainesville, Georgia

We have compiled the accompanying balance sheet of CITIZENS REINSURANCE, LTD. as of December 31, 1998 and the related statement of income and schedule of net investment income and other expenses for the year then ended in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Jessup Compton Pierce, PC

Currency: USD
Company-884 (Citizens Reinsurance, Ltd.).

SEE ACCOUNTANTS' COMPILATION REPORT

Statutory
Current
DEC-98

ASSETS:

| | | | |
|------------------------------|-------------------------|--------------------------------|--------------|
| Cash | Notes Receivable | | 0.00 |
| Cash | Money Market | Smith Barney | 489.48 |
| Cash | Operating Account | Gainesville Bank & Trust | 13,366.64 |
| Notes Receivable | Notes Receivable | | 1,058,000.00 |
| Real Estate | Real Estate | | 276,737.46 |
| Real Estate | Buildings | | 241,972.65 |
| Real Estate | Buildings | Accumulated Depreciation | (8,340.06) |
| Real Estate | Building Improvements | | 6,631.89 |
| Real Estate | Building Improvements | Accumulated Depreciation | (803.29) |
| Common Stock - Cost | Common Stock | | 9,430.33 |
| Common Stock - Adj to Market | Common Stock | | 0.00 |
| Certificates of Deposit | Certificates of Deposit | | 80,000.00 |
| Organization Costs | | | 3,500.00 |
| Accum Amort - Org Costs | | | (2,800.00) |
| Accrued Investment Income | Notes Receivable | | 9,949.57 |
| Accrued Investment Income | Certificates of Deposit | | 17.18 |
| Due from Affiliates | | | 105,353.00 |
| Receivable from Reinsurers | Reins | Voyager American Ins. Co., Ltd | 35,099.58 |

Total Assets

1,828,604.43

LIABILITIES:

| | | | |
|---------------------------|-------------|--------------------------------|-----------|
| P&C Assmd Case Rx | NonFile | Voyager American Ins. Co., Ltd | 37,086.35 |
| Life Assmd Case Rx | Credit Life | Voyager American Ins. Co., Ltd | 16,306.38 |
| A&H Assmd Case Rx | Credit A&H | Voyager American Ins. Co., Ltd | 2,935.35 |
| Life Assumed Up/Hortality | Credit Life | Voyager American Ins. Co., Ltd | 2,025.44 |
| A&H Assumed Up | Credit A&H | Voyager American Ins. Co., Ltd | 4,737.37 |
| Due to Affiliate | | | 0.00 |

Total Liabilities

63,090.89

SHAREHOLDERS' EQUITY:

| | | |
|---------------------------------------|--|--------------|
| Common Capital Stock | | 500.00 |
| Paid-In Surplus | | 4,500.00 |
| Statutory Surplus / Retained Earnings | | 1,760,513.54 |

Total Shareholders' Equity

1,765,513.54

Total Liabilities and Equity

1,828,604.43

Currency: USD
Company=884 (Citizens Reinsurance, Ltd.).

SEE ACCOUNTANTS' COMPILATION REPORT

Current Year to Date
Statutory

| | |
|--|--------------|
| REVENUES: | |
| Premiums Written: | |
| Credit Life | 22,283.62 |
| Credit A&H | 83,180.87 |
| NonFile | 699,075.50 |
| Total Premiums Written | 804,539.99 |
| Net Investment Income | |
| Miscellaneous Income | 100,613.75 |
| TOTAL REVENUES | 943,303.74 |
| RESERVES AND EXPENSES: | |
| Increase in Mortality or Unearned Premium Reserves: | |
| Credit Life | 635.38 |
| Credit A&H | 1,355.05 |
| Total Increase in Mortality or Unearned Premium Reserves | 1,990.43 |
| Claims Incurred: | |
| Claims Paid: | |
| Credit Life | 7,764.00 |
| Credit A&H | 5,168.08 |
| NonFile | 457,169.75 |
| Total Claims Paid | 470,101.83 |
| Increase (Decrease) in Claim Reserves: | |
| Credit Life | 376.86 |
| Credit A&H | 844.40 |
| NonFile | (153,161.27) |
| Total Increase (Decrease) in Claim Reserves | (151,940.01) |
| Total Claims Incurred | 318,161.82 |
| Insurance Fees Expense: | |
| Credit Life | 2,228.40 |
| Credit A&H | 8,318.12 |
| NonFile | 69,907.55 |
| Total Reinsurance Fees Expense | 80,454.07 |
| Commissions Expense: | |
| Credit Life | 10,763.53 |
| Credit A&H | 36,060.75 |
| Total Commissions Expense | 46,824.28 |
| Other Expenses: | |
| Administrative Fees Expense | 0.00 |
| General Expenses | 3,271.00 |
| Taxes, Licenses, & Fees | 2,067.10 |
| Total Other Expenses | 5,338.10 |
| TOTAL RESERVES & EXPENSES | 452,768.70 |
| INCOME (LOSS) BEFORE TAXES AND CAPITAL GAINS | 490,535.04 |
| Net Capital Gains (Losses): | |
| Capital Gains | 0.00 |
| Capital (Losses) | (8,582.63) |
| Tax on Capital Gains | 0.00 |
| Net Capital Gains (Losses) excluding IHR | (8,582.63) |
| Investment income from Amortization of IHR Reserve | 0.00 |
| Transfer of capital gains to IHR | 0.00 |
| INCOME (LOSS) BEFORE TAXES ON INCOME | 481,952.41 |
| Federal & State Taxes on Income: | |
| Federal Income Taxes Paid - For Prior Year Tax | (60,980.00) |
| Federal Income Taxes Paid - CY deposits | 10,000.00 |
| Federal Income Taxes - Change in Accrual | 0.00 |
| State Income Taxes | 0.00 |
| Total Federal & State Taxes on Income | (50,980.00) |
| NET INCOME or (LOSS) | 532,932.41 |

HGD CO. INC.
 DETAIL OF GENERAL EXPENSES AND INVESTMENT INCOME
 Current Period: DEC-98

Currency: USD
 Company-884 (Citizens Reinsurance, Ltd.).

SEE ACCOUNTANTS' COMPILATION REPORT

Current Year to Date DEC-98
 Statutory

DETAIL OF NET INVESTMENT INCOME:
 Int. Inc. - Notes Receivable
 Int Inc - Short Term Investmen
 Int Inc - CD's
 Div Inc - Common Stock
 Real Estate Expenses

111,855.30
 18.78
 17.18
 37.95
 (11,315.46)

TOTAL NET INVESTMENT INCOME

100,613.75

DETAIL OF OTHER EXPENSES:

Bank Charges
 Insurance Expense
 Home Office Expense
 Amort. of Org. Expense
 Public Accounting Fees
 Other State Taxes
 Municipal Taxes & Fees
 State Ins Dept Licenses

1,090.00
 781.00
 0.00
 700.00
 700.00
 0.00
 567.10
 1,500.00

TOTAL OTHER EXPENSES

5,338.10

Exhibit "D" - 1

Bennie E. Hewett
President
Am-Tel, Inc.
Biographical Information

I am a 61 year-old graduate of Abraham Baldwin Junior College in Tifton, Georgia (1958). I attended Georgia Tech the fall quarter 1960 on a limited academic scholarship. I served in the Air Force Reserves from 1961 to 1966, and attended an electrical and mechanical school for seven months beginning the tour of duty with the Air Force.

I began my career in the finance business in 1961. I started my own finance company (Capital Loan of Gainesville, Inc.) in December 1969. I have one hundred and seventeen stores in four states (forty-two in South Carolina, thirty-two in Georgia, six in Louisiana, and thirty-six in Texas.

I currently serve on the Board of Trustees of Gainesville Bank and Trust in Gainesville, Georgia. I have spent thirty-nine years doing business with and rendering service to the customer base that will be doing business with Am-Tel, Inc.

Exhibit "D" - 2

Benjamin Jason Hewett
Vice President of Human Resources
Am-Tel, Inc.
Biographical Information

I am a 31 year old cum laude graduate of Wofford College (B.S. Psychology, 1990). I have spent most of my adult life (8 years) in restaurant management and owned my own restaurant for three years at which point I sold my interest to my business partner. My function will be to serve as the personnel manager for our home office operations. I have extensive experience in hiring, training and managing people. I also did all our bookkeeping for tax purposes and will be in charge of overseeing this aspect of the business as well.

I will also be involved in the day-to-day operations of the business. To prepare for this, I have taken industry training courses. These courses are designed to give detailed proficiency in ordering, troubleshooting and managing our accounts from a technical perspective.

My other interests include: theatre, reading, out door activities and the arts in general. I am proficient in conversational French and rudimentary American Sign Language.

ROGER HEWETT
451 Oakdale RD Apt.1
Atlanta, GA 30307
H:(404)524-7347
W:(770)536-3890

OBJECTIVE: INTEGRATING NETWORK SOLUTIONS ON VARIED PLATFORMS AND WORKING WITH DIVERSE CUTTING-EDGE TECHNOLOGIES.

HIGHLIGHTS OF QUALIFICATIONS:

- *Excellent rapport-building skills with clients and co-workers.
- *Management of junior technicians.
- *Highly motivated and resourceful in both independent and team work environments.
- *Skilled in all phases of computer development, from initial hardware set up to OS (client and server) install and configuration, and ability to integrate into a full-scale network topology.
- *Enthusiastic about the everyday challenges of supporting computers.

TECHNOLOGICAL SKILLS:

- *HP-UX 10.20, 11.0
- *NT Server 3.51, 4.0, 5.0
- *SCO Unix OpenServer 5.0.5
- *Novell Netware 3.x, 4.x, 5.0
- *Linux (Caldera 1.x, 2.2) (Mandrake 6.0) (Red Hat 5.0)
- *Windows 3.x, 9x
- *MS-DOS
- *IBM Compatibles
- *HP Servers
- *Compaq Servers
- *Peripherals, Routers, Hubs, Switches, Cabling, CSU/DSU, External Arrays
- *Internet Connectivity
- *Firewall
- *Mail Servers (Exchange, Microsoft Mail, and cc:Mail)

EMPLOYMENT HISTORY

| | | |
|---------------------|---------------------|---|
| August 1999-Present | Systems Engineer | Capital Assets (770)536-3890 |
| 1998-August 1999 | Systems Engineer | Digicom Systems Technologies, Inc. (901)365-7947 |
| 1995-98 | Computer Technician | Accordian Press |
| 1990-95 | Full time student | University of Georgia |

EDUCATION

BMUS, Bachelor of Music, Classical Guitar Concentration - UNIVERSITY OF GEORGIA

MCSE, MCP+I - ATHENA COMPUTER LEARNING CENTER

SCO Unix ACE Certification (OpenServer 5.0.5) - In Progress

OTHER SKILLS AND HOBBIES

- *Conversational Spanish
- *Classical Guitar
- *Reading
- *Soccer
- *Travel

Exhibit "D" - 4

Matthew Taylor Hewett
Vice President of Marketing & Development
Am-Tel, Inc.
Biographical Information

I am a 24 year-old graduate of University of Tennessee at Chattanooga with a B.A. in Anthropology. I received my degree in 1998 and began working for Digicom Systems Technology Inc., a computer company out of Memphis, TN. There I received hands on training in building computers, setting up networks, and troubleshooting. I later attended all six Microsoft NT courses and am currently in the process of testing for my MCSE. To be better prepared for Am-Tel, I have taken the Bell South Basic CLEC, LENS and TAFFI training classes.

January 13, 2000

Mr. Bennie Hewett
AM-TEL, Inc.
324 Bradford Street NW
Gainesville, Georgia 30501

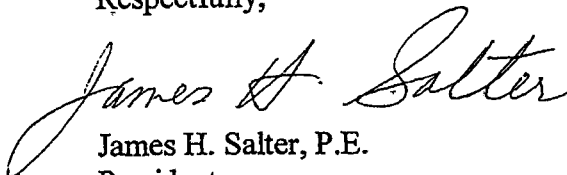
Dear Mr. Hewett:

Thank you for informing me today of your selection of Atlantic Engineering Group to assist AM-TEL, Inc., in your application for CLEC certification. We appreciate this vote of confidence.

Through our earlier correspondence, you have been provided with Atlantic Engineering's corporate resume, stating our qualifications to assist you in this process. You may advise representatives of the Public Service Commission as necessary that you have retained Atlantic Engineering to represent your interests as pertains to the technicalities of the CLEC application process. Furthermore, Atlantic Engineering will serve AM-TEL on a consultative basis in any other discussions or negotiations occasioned by your expanding interests in the field of telecommunications.

Please let me know how we may be of further service.

Respectfully,


James H. Salter, P.E.
President

About Atlantic Engineering Group...

Atlantic Engineering was founded in 1995 to serve exclusively as an advocate for municipalities, governmental agencies, and utilities in the emerging market of telecommunications. Our corporate philosophy is that one cannot serve two masters, and so we have consciously determined to serve the public, rather than the private, sector of this market. The combination of our in-house expertise and industry alliances allows Atlantic Engineering to anticipate every project contingency and to provide you with every project solution.

The two principals of Atlantic Engineering began their careers as electric utility engineers, having worked with both cooperative and municipal power systems. Subsequently, both have served as the General Manager of a municipal utility which owned and operated a broadband telecommunications system, as well as providing electricity, natural gas, water, and sewer services. Both have an intimate appreciation for the value of qualified guidance in engineering and competent performance in construction which a modern telecommunications architecture demands.

Atlantic Engineering Group specializes in partnering with utilities and government agencies to transform their telecommunications vision into a successful reality. From project conception to completion, Atlantic Engineering provides a full range of consulting services including feasibility studies, business planning, customer surveys, and traditional management consulting. Additionally, we provide a complete spectrum of design, engineering, and outside plant construction services.

Our ability to share with our clients a vision of modern, broadband telecommunications systems and our ability to assist you in making that a trouble-free reality is our reason for being. Having labored to bring this vision to fruition, both as public servants and private consultants, brings value-added insights to your project that we believe no other firm can claim or offer. Having served the utility industry as both managers and consultants, the principals of Atlantic Engineering can show you how to assure your project's success. Having sat in your chair, they are uniquely qualified to be your project's advocate. And, having sat in your chair, they understand that an *advocate* is the role which will be the missing ingredient in your success if omitted.

The principals of Atlantic Engineering Group are:

James H. Salter, P.E., President of Atlantic Engineering Group, Incorporated. Mr. Salter earned his degree in Electrical Engineering from the Georgia Institute of Technology and is a registered Professional Engineer. He has eighteen years experience in utility engineering, having worked with member-owned, investor-owned, and municipal systems. Mr. Salter is the former General Manager of a municipal utility which, in addition to water, sewer, natural gas, and electricity, owned and operated a broadband telecommunications system (Monroe Water, Light & Gas Commission). He has held the positions of System Planning Engineer (Walton EMC) and Transmission/Generation Operations Engineer (American Electric Power).

Coleman Hood is the Senior Vice President of Atlantic Engineering Group. Mr. Hood holds a Master of Science degree in Biological and Agricultural Engineering from the University of Georgia. He has fifteen years experience in the utility field with both cooperative and municipal utility systems. Mr. Hood is also the former General Manager of the Monroe Water, Light & Gas Commission. Mr. Hood's experience in the electric industry includes the positions of Staff Engineer (Monroe Water, Light & Gas Commission), System Planning Engineer (Walton EMC), and Commercial/Industrial Marketing Engineer (Walton EMC).

In addition to our construction projects for outside plant and our on-going consulting relationships with certain clients, several design and consulting projects, similar to the services you are considering, will be of special interest to you. These recent projects will provide you with an excellent overview of the extent of our design and consulting capabilities.

- **ACCUCOMM** (Irwinton, Georgia), Consulting, Design, and Construction: ACCUCOMM, a privately owned telephone utility, decided to also establish a cable television venture. Atlantic Engineering served as their consultant, as well as doing both re-design and design work for their Hybrid Fiber Coaxial (HFC) system. We also provided outside plant construction of their system.
- **Clarksville Electric Department** (Clarksville, Tennessee), Consulting, Design, and Construction: This project involved a fiber network for intra-city services. This included police and fire protection, schools, and traffic control, as well as electric department uses.
- **City of Fitzgerald** (Georgia), Consulting: Atlantic Engineering conducted a citizens' telecommunications survey, among residential, commercial, and industrial end-users. We then performed a market analysis and business plan, including paybacks, under various scenarios (e.g., owner operated, franchising, public-private partnerships). We continue to serve as their consultant, representing them in on-going negotiations with incumbent providers.
- **Siloam Springs** (Arkansas), Consulting and Design: Atlantic Engineering served the city-owned electric system in a customer needs survey. Consequently, we provided them with a preliminary design for an HFC/Sonet network. The city's final decision is outstanding at present.
- **Georgia Economic Development Region One**, Consulting: This project was for a Governor's Economic Development Task Force initiative. It consisted of an infrastructure inventory among all utilities and telecommunications providers (phone, Internet, cable television, cellular, and governmental) in a fourteen county area in Northwest Georgia, as well as conducting a needs survey. This project resulted in a written report, including a provider-directory, with recommended actions for regional initiatives in the telecommunications market.

Atlantic Engineering is proud of every project in which it has been involved. While references are provided at the end of this material, the projects themselves will naturally be of interest to our prospective clients. In addition to on-going consulting relationships with our clients, these recent construction projects will provide you with an excellent overview of the extent of our services.

- **Dalton Utilities, Dalton, Georgia.**

Currently constructing an OC-3 SONET with ATM overlay for internal communication of voice and data.

- **Thomasville Utilities, Thomasville, Georgia.**

Currently constructing a 750 MHz, HFC broadband system for the delivery of the following services: CATV, ISP, data, and CLEC.

- **City of Fort Valley, Georgia.**

Built an OC-3 SONET ring for intra-governmental WAN.

- **Hopkinsville Electric System, Hopkinsville, Kentucky.**

Built an OC-3/OC-12 SONET ring to provide in-house services to utilities, schools, and government offices.

- **City of Cartersville, Georgia.**

Built an OC-12 SONET ring. In addition to in-house services, the City has applied for certification as both a CAP and CLEC.

- **ACCUCOMM, Irwinton, Georgia.**

A locally-owned telephone utility, developed a HFC network to provide cable television and high speed Internet services to their customers. This project entailed connecting the Georgia towns Irwinton, McIntyre, Gordon, Toombsboro, and Ivey.

- **Clarksville Department of Electricity, Clarksville, Tennessee.**

Constructed a fiber network for in-house services. In addition to SCADA, they will do traffic control and public safety communications. Eventually, public schools and libraries will be included in the system.

- **City of Calhoun, Georgia.**

Has completed the first phase of an OC-12 SONET ring. The City has applied for certification as a CAP and CLEC.

- **City of Monroe, Georgia.**

With over twenty five years experience in the cable television industry, they have recently extended their HFC system into the surrounding county and to a sister city, eleven miles to the south. They will compete for cable television subscribers in that market as a franchised provider. Additionally, their system serves as the system backbone for the institutional network in the county's schools.

- **Dixie Cable TV** (Alma, Georgia), Consulting, Engineering, and Design: Dixie Cable TV and its parent company, Alma Telephone, are virtually 100% underground utilities. Atlantic Engineering was retained to generate maps of the cable television system (previously unmapped), to recommend design modifications and improvements, and to analyze the feasibility of converting from a passive to an interdigitation technology in the event of a system-wide upgrade.
- **Water, Light & Gas Commission** (Monroe, Georgia) Consulting, Design, and Construction: Monroe is an on-going client of Atlantic Engineering. Most recently, we have been directed to design and build an extension of their HFC system to a sister city eleven miles to the south of Monroe, and to design and engineer a fiber link between the county schools. Construction is pending.
- **City of Elberton** (Georgia) Consulting and Design: Similar in nature to the work performed for the Clarksville Electric Department, the City of Elberton desired an intra-city fiber network for internal uses.

The following individuals will provide you with corporate references for Atlantic Engineering:

Mr. Mark Ennis
City of Monroe
General Manager
Water, Light & Gas Commission
215 North Broad Street
Monroe, Georgia 30655
770-267-3429

Mr. Don Atkinson
Thomasville Utilities
Assistant Utilities Director
Post Office Box 1540
Thomasville, Georgia 31799
912-227-7045 ext. 216

Mr. Larry Vickery
Electrical Superintendent
City of Calhoun
Post Office Box 248
Calhoun, Georgia 30703-0248
706-629-2276

Mr. David Howerin
Planning Director
Coosa Valley Regional Development Center
Post Office Box 1793
Rome, Georgia 30163-1001
706-295-6485

Mr. Kenneth W. Werner
General Manager
Fort Valley Utility Commission
Post Office Box 1529
Fort Valley, Georgia 31030
912-825-7701

Mr. Ronald M. Camp
Operations Manager, Clarksville Utilities
City of Clarksville
Post Office Box 1007
Clarksville, Tennessee 37041-1007
615-905-7204

Mr. Cam Jordan
City of Fitzgerald
Community Development Officer
116 North Johnston Street
Fitzgerald, Georgia 31750
912-426-5063

Mr. Council Mitchell
President
ACCUCOMM
Post Office Box 550
Irwinton, Georgia 31042
912-946-7411

Mr. David J. Myers
Electric Superintendent
Cartersville Electric System
Post Office Box 1390
Cartersville, Georgia 30120
770-387-5631

Mr. Don Cope
Chief Executive Officer
Dalton Utilities
Post Office Box 869
Dalton, Georgia 30722
706-278-1313



Training Certificate

Presented To

Benjamin Hewitt

For Successfully Completing the

Competitive Local Exchange Carriers (CLEC) Basic

Training Course

January 28, 2000

BellSouth Interconnection Services

Your Interconnection Advantage SM

Steven E. Palmer

Instructor



Training Certificate

Presented To

Benjamin Hewett

For Successfully Completing the

Trouble Analysis Facilitation Interface (TAFI) Overview

Training Course

February 9, 2000

BellSouth Interconnection Services

Your Interconnection Advantage SM

A handwritten signature in cursive script, reading 'Steven E. Patton'.

Instructor



Training Certificate

Presented To

Benjamin Hewett

For Successfully Completing the

Local Exchange Navigation System (LENS) Application

Training Course

February 11, 2000

BellSouth Interconnection Services

Your Interconnection Advantage SM

Stacy E. Patton

Instructor



Training Certificate

Presented To

Roger Hewett

For Successfully Completing the

**Competitive Local Exchange Carriers (CLEC) Basic
Training Course**

Presented November 19, 1999

BellSouth Interconnection Services

Your Interconnection Advantage™

Thomas A. Roberts

Instructor



Training Certificate

Presented To

William Hewett

For Successfully Completing the

Trouble Analysis Facilitation Interface (TAFI) Overview

Training Course

February 9, 2000

BellSouth Interconnection Services

Your Interconnection Advantage SM

Stan E. Palmer

Instructor



Training Certificate

Presented To

William Hewett

For Successfully Completing the

Local Exchange Navigation System (LENS) Application

Training Course

February 11, 2000

BellSouth Interconnection Services

Your Interconnection Advantage™

Steven E. Patton

Instructor



Training Certificate

Presented To

Mathew Hewitt

For Successfully Completing the

Competitive Local Exchange Carriers (CLEC) Basic
Training Course

January 28, 2000

BellSouth Interconnection Services

Your Interconnection Advantage™

A handwritten signature in cursive script, reading "Stan E. Patton".

Instructor



Training Certificate

Presented To

Matthew Hewett

For Successfully Completing the

Trouble Analysis Facilitation Interface (TAFI) Overview

Training Course

February 9, 2000

BellSouth Interconnection Services

Your Interconnection Advantage SM

A handwritten signature in cursive script, reading "Karen E. Patton".

Instructor



Training Certificate

Presented To

Matthew Hewett

For Successfully Completing the

**Local Exchange Navigation System (LENS) Application
Training Course**

February 11, 2000

BellSouth Interconnection Services

Your Interconnection Advantage™

Stacy E. Peterson
Instructor

It is hereby recognized that

W. Rogers Hewett

is a Registered Leviton Telcom Certified Installer

Communications cabling systems installed
by the above on behalf of

Digicom Systems Technology, Inc

are eligible for Leviton's Certified Cabling System

Applications Assurance & Extended Warranty.



LEVITON
TELECOM

Peter H. Newman

Peter Newman
Marketing Manager

Michele Wheeler

Michele Wheeler
CCS Administrator

10/19/98
IDate

Excellence in **Frame-to-Station** Connectivity and Supportsm

Certificate of Excellence

WILLIAM ROGER HEWETT

Microsoft®

Professional

Has **successfully** completed the **requirements**

to be recognized as a **Microsoft Certified Professional**

Systems Engineer

Microsoft

Signed by

Bill Hates

Certificate of Excellence

WILLIAM ROGER HEWETT

Microsoft
Professional

+ Internet

Has **successfully** completed the **requirements**
to be recognized as a

Microsoft Certified Professional + Internet

Microsoft

Signed by: *Bill Bates*

Certificate of Accomplishment

SC O® A U T H O R I Z E D E D U C A T I O N

THIS IS TO CERTIFY THAT

ROGER HEWETT

HAS COMPLETED

Introduction to SCO UNIX

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

6 October 1999

DATE

Daryl Terry

INSTRUCTOR

PROVIDED BY

Bolinger Technologies, Inc.

**Authorized
Education
Center**



Certificate of Accomplishment

SCC® AUTHORIZED EDUCATION

THIS IS TO CERTIFY THAT

ROGER HEWETT

HAS COMPLETED

SCO OpenServer Release 5 System Administration I

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

8 October 1999

DATE

Daryl Terry

INSTRUCTOR

PROVIDED BY

Bolinger Technologies, Inc.

**Authorized
Education
Center**



Certificate of Accomplishment
S C O[®] A U T H O R I Z E D E D U C A T I O N

THIS IS TO CERTIFY THAT

ROGER HEWETT

HAS COMPLETED

SCO OpenServer Release 5 System Administration II

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

15 October 1999

DATE

Daryl Terry

INSTRUCTOR

PROVIDED BY

Bolinger Technologies, Inc.

**Authorized
Education
Center**



Certificate of Accomplishment

SCO® AUTHORIZED EDUCATION

THIS IS TO CERTIFY THAT

ROGER HEWETT

HAS COMPLETED

SCO OpenServer Release 5 Network Administration

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

22 October 1999

DATE

Carol Dennis

INSTRUCTOR

PROVIDED BY

Bolinger Technologies, Inc.

**Authorized
Education
Center**



Certificate of Accomplishment

SCO® AUTHORIZED EDUCATION

THIS IS TO CERTIFY THAT

ROGER HEWETT

HAS COMPLETED

SCO Shell Programming

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

27 October 1999

DATE

Carol Dennis

INSTRUCTOR

PROVIDED BY

Bolinger Technologies, Inc.

**Authorized
Education
Center**



Certificate of Achievement

This Certificate accredits that

Matt Hewett

has **successfully** completed the

Microsoft Approved Course:

**MS803: Administering Microsoft
Windows NT 4.0**

Microsoft Certified
Technical
Education
Center

As prescribed by Microsoft Corporation

Vice President, Organization Customer Unit

Microsoft Certified Trainer

Date

08/25/99

New Horizons Computer Learning Center

Issuing Microsoft Certified Technical Education Center

Certificate of Achievement

This **Certificate** accredits that

Matt Hewett

has **successfully** completed the

Microsoft Approved Course:

MS578: Networking Essentials



As prescribed by Microsoft Corporation

Vice President, Organization Customer Unit

A handwritten signature in cursive script, appearing to read "Sara Feldman".

Microsoft Certified Trainer

A handwritten signature in cursive script, appearing to read "Sara Feldman".

Date 09/09/99

New Horizons Computer Learning Center

Issuing Microsoft Certified Technical Education Center

Certificate of Achievement

This **Certificate** accredits that

Matt Hewett

has **successfully** completed the

Microsoft Approved Course:

**MS689: Supporting MS Windows NT 4.0
Enterprise Technologies**

Microsoft Certified
**Technical
Education
Center**

As prescribed by Microsoft Corporation

S. J. Eldon

Vice President, Organization Customer Unit

Clark Robinson

Microsoft Certified Trainer

11/05/99

Date

New Horizons Computer Learning Center

Issuing Microsoft Certified Technical Education Center

Certificate of Achievement

This **Certificate** accredits that

Matt Hewett

has **successfully** completed the

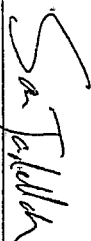
Microsoft Approved Course:

**MS688: InterNetworking MS TCP/IP
on Windows NT 4.0**

Microsoft Certified
**Technical
Education
Center**

As prescribed by Microsoft Corporation

Vice President, Organization Customer Unit



Microsoft Certified Trainer

Date

11/11/99

New Horizons Computer Learning Center

Issuing Microsoft Certified Technical Education Center

Certificate of Achievement

This Certificate accredits that

Matt Hewett

has successfully completed the

Microsoft Approved Course:

**MS936: Create & Manage a Web Server
Using MS II Server**

Microsoft Certified
Technical
Education
Center

As prescribed by Microsoft Corporation

Vice President, Organization Customer Unit

SaTaldh

Microsoft Certified Trainer

John Hill

Date

11/24/99

New Horizons Computer Learning Center

Issuing Microsoft Certified Technical Education Center

| Company Name | Address | City | State | Postal Code |
|-----------------|---------------------------|---------------|-------|-------------|
| Delta Loans #32 | 288 West Evans Street | Florence | SC | 29501- |
| Delta Loans #22 | 233 East Main Street | Bennettsville | SC | 29512- |
| Delta Loans #11 | 116 East Main Street | Latta | SC | 29565- |
| Delta Loans #20 | 203 Richard Temple Blvd. | Lake View | SC | 29563- |
| Delta Loans #25 | 115 East Main Street | Lake City | SC | 29560- |
| Delta Loans #45 | 243 Stuckey Street | Johnsonville | SC | 29555- |
| Delta Loans #40 | 14 S. Main Street | Inman | SC | 29349- |
| Delta Loans #07 | 738 State Street | Holly Hill | SC | 29059-1577 |
| Delta Loans #34 | Hwy 17 Nationwide Complex | Hardeeville | SC | 29927- |
| Delta Loans #31 | 1010-D Old 52 Plaza | Moncks Corner | SC | 29461- |
| Delta Loans #17 | 301 Maxwell Avenue | Greenwood | SC | 29646- |
| Delta Loans #38 | 1006 Main Street | Newberry | SC | 29108-3424 |
| Delta Loans #44 | 2714 Cleveland Street | Elloree | SC | 29047- |
| Delta Loans #37 | 601 Main Street | Edgefield | SC | 29824- |
| Delta Loans #16 | 117 West Main Street | Dillion | SC | 29536- |
| Delta Loans #36 | 103 South Main Street | Darlington | SC | 29532- |
| Delta Loans #19 | 152 Gasden Street | Chester | SC | 29706- |
| Delta Loans #27 | 611 Rutledge Street | Camden | SC | 29020- |
| Delta Loans #33 | 403 Main Street | Blackville | SC | 29817- |
| Delta Loans #35 | 122 North Main Street | Bishopville | SC | 29010- |
| Delta Loans #43 | 202 Lee Avenue | Hampton | SC | 29924-2020 |
| Delta Loans #18 | 6 West Hampton Street | Sumter | SC | 29150- |
| Delta Loans #04 | 526 Main Street | Barnwell | SC | 29812- |
| Delta Loans #03 | 305 N. Main Street | Bamberg | SC | 29003- |
| Delta Loans #02 | 309 Main Street | Allendale | SC | 29810- |
| Delta Loans #13 | 218 Park Avenue SE | Aiken | SC | 29801- |
| Delta Loans #42 | 110 North Main Street | Abbeville | SC | 29620-1743 |
| Delta Loans #05 | 1809 Boundary Street | Beaufort | SC | 29902- |
| Delta Loans #26 | 124 S. Congress Street | Winnsboro | SC | 29180- |
| Delta Loans #23 | 403 B Washington Street | Walterboro | SC | 29488- |
| Delta Loans #21 | 221 North Main Street | Marion | SC | 29571- |
| Delta Loans #10 | 109 West Main Street | Union | SC | 29379- |
| Delta Loans #39 | 112-A West Church Street | Batesburg | SC | 29006- |
| Delta Loans #30 | 121 Main Street | Summerton | SC | 29146- |
| Delta Loans #09 | 123 A West Bridge Street | St. Matthews | SC | 29135- |
| Delta Loans #08 | 321 North Parlor Street | St. George | SC | 29477- |
| Delta Loans #29 | 101 East Church Street | Saluda | SC | 29138- |
| Delta Loans #06 | 875 Albright Road | Rock Hill | SC | 29730- |
| Delta Loans #14 | 207A West Main Street | Ridgeland | SC | 29936- |
| Delta Loans #15 | 1083 Beoughton Street SW | Orangeburg | SC | 29115- |
| Delta Loans #12 | 612-B Main Street | North | SC | 29112- |
| Delta Loans #28 | 153-A Main Street | Wagener | SC | 29164- |

SOUTH CAROLINA TARIFF NO.1
AM-TEL SOUTH CAROLINA, LLC

ORIGINAL PAGE 1

Exhibit "G"

AM-TEL SOUTH CAROLINA, LLC.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING FOR PREPAID LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF SOUTH CAROLINA**

SOUTH CAROLINA TARIFF NO.1
AM-TEL SOUTH CAROLINA, LLC

ORIGINAL PAGE 2

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M-TEL SOUTH CAROLINA, LLC

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CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

| <u>SHEET</u> | <u>NUMBER OF REVISION</u> <u>(except as indicated)</u> | <u>EFFECTIVE</u> <u>DATE</u> |
|--------------|---|---------------------------------|
| 1 | Original | |
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M-TEL SOUTH CAROLINA, LLC

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EXPLANATION OF SYMBOLS, REFERENCE MARKS AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in location of text
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

SOUTH CAROLINA TARIFF NO.1
AM-TEL SOUTH CAROLINA, LLC

ORIGINAL PAGE 6

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by AM-TEL, LLC., to Customers within the local exchange service area defined herein.

This tariff is on file at the South Carolina Public Utilities Commission.

This tariff may be reviewed at the principal address of AM-TEL, INC., 324 Bradford Street, N.W., Gainesville, Georgia 30501

1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forwarding: Permits calls directed to a Customer's line to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Return: Permits customer, through dialing of a special code, to retrieve the number of the last incoming call to his/her line who do not block the broadcast of such information.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

Caller ID: Allows customer, with additional customer provided equipment, to view the name and number of persons calling him/her who do not block such information from broadcast.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: Am-Tel, Inc., a Georgia Corporation, which is the issuer of this tariff.

Conference/Three-Way: The User can sequentially call up to two other people and add them together to make up a three-way call.

Customer: The person or entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing, installation, for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish basic local telecommunications services within the State of South Carolina under the terms of this tariff as a reseller.

The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from BellSouth Telecommunications, Inc. or other providers to the Company for resale.

2.1.3 Terms and Conditions

2.1.3.1. Except as otherwise provided herein, service is provided and billed on a monthly basis. Billings shall be mailed on the 25th day of each month for the following month's service and shall be due on the first day of the next month. Service will be discontinued if a Customer's account is not paid in full by the 6th day of the month following the mailing as aforesaid. All calculations of dates set forth in this tariff shall be based on calendar days and should the 6th day fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.3.2. Customers may be required to enter into written Customer Service Agreements which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the

duration of the services, and appropriate terms and conditions in this tariff.

- 2.1.3.3 At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Georgia.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any; with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000.00. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation, (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the

acts or omissions of other common carriers or warehousemen.

- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customers expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- 2.1.4.13 With respect to Emergency Number 911 Service:
1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
 2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer,

its Users, agencies or municipalities, or the employees or agents of any one of them.

- 2.1.4.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.15 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.16 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the rel⁵ase of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service- affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except BellSouth Telecommunications, Inc. to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company or BellSouth has provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including,

but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or BellSouth Telecommunications, Inc.

2.1.9 Compliance with State Law

AM-TEL, LLC. will at all times comply with S.C. Code Ann. § 58-9-280(B) so that its customers will have the full benefit of the protections thereby provided.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff
2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and

equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associates equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer provided equipment

connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customers expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities or equipment of others maybe provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities, of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the

Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 5 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non- Recurring Charges are due and payable on the calendar day of each month on which service was originally established and shall be delinquent 6 days after said date (or the following day if the 6th day falls on a Sunday or Federal Holiday).

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month for which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 A \$20.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.2.5 The Company name and toll-free number will appear on the end user's bill.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 5 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make Processing/Application Fee before services and facilities are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility.

2.5.5 Deposits

2.5.5.1 Applicants shall not be required to pay a security deposit prior to receiving service.

2.5.5.2 An Escrow Account shall be maintained by Company, with a bank of its selection, into which shall be placed monies which shall be available to reimburse any Customer who does not receive services for which Customer has paid in advance. Such Escrow Account shall be governed by an Escrow Agreement on file with the Public Service Commission.

2.5.5.3 Advance payment and deposit (if collected) together or separately cannot exceed two and one-half times monthly estimated charges.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, and after 5 days from the due date, the Company may discontinue or suspend service without incurring any liability. Notice of this disconnect policy shall be plainly printed on the Customer Service Agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS." Company will provide a written or verbal notice within five (5) days before terminating service.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the

Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishing of any and or all service(s) to a Customer, without incurring any liability:

- 2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (1-5) if:
1. The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service(s); or
 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff or

- (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (c) Any other fraudulent means or devices; or
- 4. Use of service in such a manner as to interfere with the service of other users; or
- 5. Use of service for unlawful purposes.

2.5.6.6.2 Immediately, upon written notice to a Customer who has failed to pay any sum within 5 days of the date when payment was due;

2.5.6.6.3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring Charges specified hereunder for Local Line or Local Truck Service and is dependent upon the length of the

interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer;
2. interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
7. interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the

charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 215.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party; except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

- 2.9.2 The Company shall designate on, the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

3. SERVICE DESCRIPTION

- 3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service if available in the Customer's area;
- place or receive calls to 800 telephone numbers.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

- 3.1.1 Service Area: Where facilities are available, service areas are defined by the following NPA designations:

See Exhibit "C" Attached

- 3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

- 3.1.2.1 Standard Features: Each Local Line Customer is provided with only basic local telephone service.

- 3.1.2.2 Optional features:
- Call Waiting
 - Call Forwarding
 - Conference Calling
 - Call Return
 - Caller ID
 - Speed Call

AM-TEL, INC.

Unpublished Number

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2 and 3.1.2.3.4, respectively.

3.1.2.3.1 Non-Recurring Charges

| | |
|----------------------------|---------|
| Processing/Application Fee | \$35.00 |
| Add Option Fee | \$15.00 |
| Caller ID Set Up Fee | \$10.00 |

3.1.2.3.2 Recurring Charges

| | |
|--------------------------|-----------------|
| Local Line - Live Charge | \$49.00 Monthly |
|--------------------------|-----------------|

3.1.2.3.3 Optional Features:

| | |
|-----------------------|---------|
| Call Waiting | \$ 7.00 |
| Call Return | \$ 7.00 |
| Conference Calling | \$ 7.00 |
| Call Forwarding | \$ 5.00 |
| Unpublished Number | \$ 5.00 |
| Speed Dial | \$5.00 |
| Wire Maintenance Plan | \$5.00 |
| Caller ID | \$12.00 |

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customers main billing number.

3.2.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

- 3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.2.4 Directory listings are provided in connection with each Customer service as specified herein.
- 3.2.5 Non-Recurring Charges: Non-recurring Charges associated with Directory Listings are as follows:

Non-Recurring

| | |
|------------------------------|-----|
| Primary Listing (one number) | N/C |
|------------------------------|-----|

- 3.2.6 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

| | |
|------------------------------|-----|
| Primary Listing (one number) | N/C |
|------------------------------|-----|

- 3.3 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E91 1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E91 1 provider for display at the Public Service Answering Point (PSAP).

4. PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Company will notify Public Service Commission before offering any type of promotional service.

Exhibit "H"

Illustrative Price List

Non-Recurring Charges

| | |
|----------------------------|---------|
| Processing/Application Fee | \$35.00 |
| Add Option Fee | \$15.00 |
| Caller ID Set Up Fee | \$10.00 |

Recurring Charges

| | |
|--------------------------|-----------------|
| Local Line - Live Charge | \$49.00 Monthly |
|--------------------------|-----------------|

Optional Features:

| | |
|-----------------------|---------|
| Call Waiting | \$ 7.00 |
| Conference Calling | \$ 7.00 |
| Call Return | \$ 7.00 |
| Call Forwarding | \$ 5.00 |
| Unpublished Number | \$ 5.00 |
| Speed Dial | \$5.00 |
| Wire Maintenance Plan | \$5.00 |
| Caller ID | \$12.00 |